

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT

TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SAN FRANCISCO UNIFIED SCHOOL DISTRICT

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2019**, in San Francisco, California, by and between **San Francisco Unified School District, 20 Cook Street, San Francisco, CA 94118**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period and increase the contract amount** and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated **March 1, 2017** between Grantee and City.

First amendment, dated June 1, 2018.

b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

(a) Article 3.2. Duration of Term of the Agreement currently reads as follows:

The term of this Agreement shall commence on the later of (a) July 1, 2016 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2019.

Such section is hereby superseded in its entirety to read as follows:

The term of this Agreement shall commence on the later of (a) July 1, 2016 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on June 30, 2021.

- (b) **Article 5.1** Maximum Amount of Grant Funds of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Nine Million, Five Hundred Forty Thousand, Five Hundred Seventy-Two Dollars (\$9,540,572) for the period from July 1, 2016 to June 30, 2019, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Four Hundred Thirty-Six Thousand, Five Hundred Forty-Two Dollars (\$436,542) for the period from July 1, 2018 to June 30, 2019 (Y3), may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Nine Million, Nine Hundred Seventy Seven Thousand, One Hundred Fourteen Dollars (\$9,977,114) for the period from July 1, 2016 to June 30, 2019.

Such section is hereby replaced in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed Sixteen Million, Three Hundred Twenty-Four Thousand, Four Hundred Seven Dollars (\$16,324,407) for the period from July 1, 2016 to June 30, 2021, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to One Million, Six Hundred Thirty-Two Thousand, Four Hundred Forty-One Dollars (\$1,632,441) for the period from July 1, 2020 to June 30, 2021, may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed Seventeen Million, Nine Hundred Fifty-Six Thousand, Eight Hundred Forty-Seven Dollars (\$17,956,847) for the period from July 1, 2016 to June 30, 2021.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement as Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (c) **Appendix B.** Appendix B, Calculation of Charges of the Agreement displays the original total amount of **\$9,070,104**.

Such section is hereby replaced by a revised Appendix B Calculation of Charges for Preschool for All 16-21 which displays the budget as herein modified.

- 3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2019**.
- 4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

_____ Date
Trent Rhorer
Executive Director
Human Services Agency

Print Name: Meenoo Yashar
Title: Chief of Early Education
Address: 20 Cook Street
City, State ZIP: San Francisco, CA 94118
Phone: 415-379-2702

Approved as to Form:

Federal Tax ID #: 94-6000416
City Vendor Number: 16397
DUNS Number : 0413205320000

By:

_____ Date
David Ries
Deputy City Attorney